

NORTH CAROLINA
GASTON COUNTY

AGREEMENT FOR TRANSFER OF A VEHICLE

THIS AGREEMENT, made effective upon execution, by and between GASTON COUNTY, a political subdivision of the State of North Carolina, having a mailing address of P.O. Box 1578 Gastonia, NC 28053-1578 and THE GASTON COUNTY BOARD OF EDUCATION, a North Carolina Public School System, having a mailing address of P.O. Box 1397, Gastonia, NC 28053.

WHEREAS, vehicle transfer consists of one police vehicle, a 1998 Crown Victoria (VIN 2FAPF71W9WX130148), also known as Gaston County Vehicle number 142; and

WHEREAS, pursuant to N.C.G.S. 160A-266 and 160A-274, Gaston County is conveying the police vehicle described herein to the Gaston County Board of Education for One Dollar (\$1.00) per vehicle; and

WHEREAS, The Gaston County Board of Education is receiving the police vehicle for consideration of the terms provided herein; and

WHEREAS, the purpose of conveying the vehicle to the Gaston County Board of Education is to allow students to use the vehicle as part of a vocational program to educate students on a potential future in law enforcement. The vehicle will be used during these courses and programs to familiarize students with the related equipment and operations of a law enforcement program; and

WHEREAS, the vehicle is intended to go to Cherryville High School

NOW THEREFORE, for and in consideration of the mutual covenants herein provided, the parties agree as follows:

1. Gaston County shall convey the vehicle, as described above, to The Gaston County Board of Education for One Dollar (\$1.00).
2. The condition of the vehicle provided to The Gaston County Board of Education is "as-is", and Gaston County is making no representations or warranties concerning the serviceability or quality of the vehicles. Additionally, no representations or warranties are made for future reliability of the vehicles.
3. All fees associated with the transfer of the vehicle titles shall be borne by The Gaston County Board of Education. The Gaston County Board of Education is responsible for recording the titles of the vehicles and to take other steps needed in order to take title of the vehicles.
4. The Gaston County Board of Education shall be responsible to procure sufficient insurance for the vehicles. Additionally, to the extent permitted by North Carolina law, The Gaston County Board of Education agrees to indemnify and hold Gaston County (including its employees, officers, elected officials, agents, and all others associated with the County) harmless for any liability or damages arising from the operation, usage, storage, or possession of said vehicle. The Gaston County Board of Education shall be responsible for maintenance of the subject vehicle.

5. The Gaston County Board of Education shall not sell or transfer title of the vehicles for a minimum of two (2) years from receipt of said vehicles.
6. All notices required shall be given by registered or certified mail to the parties at the following addresses. Either of the parties may designate in writing from time to time substitute addresses or persons in connection with those notices.

GASTON COUNTY

ATTN: County Manager
Post Office Box 1578
Gastonia, NC 28053-1578

GASTON COUNTY BOARD OF EDUCATION

ATTN: Superintendent
Post Office Box 1397
Gastonia, NC 28053

7. This Agreement may be amended or terminated by an instrument in writing executed by both parties hereto or pursuant to the terms and conditions set forth herein.
8. Neither party may assign its rights under this Agreement. Any assignment attempted without the written consent of the other party shall be void.
9. No waiver of any breach of any one or more of the conditions or covenants of this Agreement by the County or by The Gaston County Board of Education shall be deemed to imply or constitute a waiver of any succeeding or other breach under this Agreement.
10. North Carolina law shall govern the interpretation and enforcement of this Agreement, and any other matters relating to this Agreement. All legal actions or other proceeding relating to this Agreement shall be brought in a state court sitting in Gaston County, North Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said court and hereby irrevocably waive any and all objections that they may have with respect to venue in any state court sitting in Gaston County, North Carolina.
11. Both parties acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted by Counsel for both Gaston County and The Gaston County Board of Education. As such, the doctrine of construction against the drafter shall have no application to this Agreement.
12. Should any one or more of the provisions contained in this Agreement be held invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in the Agreement shall not in any way be affected or impaired thereby, and this Agreement shall otherwise remain in full force and effect. If any such provision is held to be invalid or unenforceable, then upon the request of either party, the parties shall attempt in good faith to negotiate and agree upon a replacement provision.

13. This Agreement may be simultaneously executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.
14. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

GASTON COUNTY

Tracy Philbeck, Chairman
Gaston County Board of Commissioners

ATTEST:

Clerk to the Board of Commissioners

APPROVED AS TO FORM:

County Attorney

GASTON COUNTY BOARD OF EDUCATION

Brent Moore, Chairman
Gaston County Board of Education

ATTEST:

Clerk to the Gaston County Board of Education

APPROVED AS TO FORM:

Attorney for the Gaston County Board of Education